



**STATE OF IOWA**  
**MASTER AGREEMENT**  
Contract Declaration and Execution

**MA# 005 CT0167XX**

**EFFECTIVE BEGIN DATE:** 04-01-2007  
**EXPIRATION DATE:** 09-30-2008  
**PAGE:** 1 of 18

**VENDOR:**

Sink Paper Company  
12044 Ridgemont Dr  
PO Box 3746  
Urbandale, IA 50322  
USA

**VENDOR CONTACT:**

Barb Sink  
**PHONE:** 515-331-9000 **EXT:**  
**EMAIL:** barb@sinkpaper.com

**ISSUER:**

DAVID KAILI  
**PHONE:** 515-281-4774  
**EMAIL:** Dave.Kaili@iowa.gov

**FOB**

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**Contract For:** PAPER AND PLASTIC PRODUCTS

Contract To Provide Paper And Plastic Products Pursuant To The Specifications, Terms And Conditions Of Sealed Bid No. Bd40200s060 Dated February 21, 2002 On File With The Department Of General Services, Operations Division/Purchasing, Hoover Building, Level A, Des Moines, Iowa 50319-0105. Contact Barb Sink at Barb@Sinkpaper.com or Debs@Sinkpaper.com

**RENEWAL OPTIONS**

**FROM** 04-01-2006 **TO** 03-31-2007  
**FROM** 04-01-2007 **TO** 03-31-2008

**AUTHORIZED DEPARTMENT**

ALL  
SUB Political Sub-divisions

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IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		STATE OF IOWA	
CONTRACTOR'S NAME (If other than an individual, state whether a corp., partnership, etc.)		AGENCY NAME	
BY (Authorized Signature)	Date Signed	BY (Authorized Signature)	Date Signed
Printed Name and Title of Person Signing		Printed Name and Title of Person Signing	
Address		Address	



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 PAGE: 2 of 18

LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
1	0.00000	BALE	6401522	\$99.290000 \$0.000000
			BAGS, PAPER, KRAFT, BROWN BAGS, PAPER, KRAFT, BROWN Bags, Kraft, No 1 Standard Weight, 500 Pkg, 16 Pkgs Bale Price 1-99 Brand: Duro Or Gray	
2	0.00000	BALE	6401522	\$0.000000 \$0.000000
			BAGS, PAPER, KRAFT, BROWN BAGS, PAPER, KRAFT, BROWN DO NOT USE THIS LINE	
3	0.00000	BALE	6401522	\$84.010000 \$0.000000
			BAGS, PAPER, KRAFT, BROWN BAGS, PAPER, KRAFT, BROWN Bags, Kraft, No 2 Standard Weight, 500 Pkg, 12 Pkgs Bale Price 1-99 Brand: Duro Or Gray	
4	0.00000	BALE	6401522	\$0.000000 \$0.000000
			BAGS, PAPER, KRAFT, BROWN BAGS, PAPER, KRAFT, BROWN DO NOT USE THIS LINE	
5	0.00000	BALE	6401522	\$83.780000 \$0.000000
			BAGS, PAPER, KRAFT, BROWN BAGS, PAPER, KRAFT, BROWN Bags, Kraft, No 3 Standard Weight, 500 Pkg, 10 Pkgs Bale Price 1-99 Brand: Duro Or Gray	
6	0.00000	BALE	6401522	\$0.000000 \$0.000000
			BAGS, PAPER, KRAFT, BROWN BAGS, PAPER, KRAFT, BROWN DO NOT USE THIS LINE	
7	0.00000	BALE	6401522	\$0.000000 \$0.000000
			BAGS, PAPER, KRAFT, BROWN BAGS, PAPER, KRAFT, BROWN DO NOT USE THIS LINE	
8	0.00000	BALE	6401522	\$70.730000 \$0.000000
			BAGS, PAPER, KRAFT, BROWN BAGS, PAPER, KRAFT, BROWN Bags, Kraft, No 4 Standard Weight, 500 Pkg, 8 Pkgs Bale Price 1-99 Brand: Duro Or Gray	
9	0.00000	BALE	6401522	\$45.250000 \$0.000000
			BAGS, PAPER, KRAFT, BROWN BAGS, PAPER, KRAFT, BROWN Bags, Kraft, No 6 Standard Weight, 500 Pkg, 4 Pkgs Bale Price 1-99 Brand: Duro Or Gray	
10	0.00000	BALE	6401522	\$0.000000 \$0.000000
			BAGS, PAPER, KRAFT, BROWN	



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**EFFECTIVE BEGIN DATE: 04-01-2007**  
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**PAGE: 3 of 18**

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			BAGS, PAPER, KRAFT, BROWN DO NOT USE THIS LINE	
11	0.00000	BALE	6401522	\$51.100000 \$0.000000
			BAGS, PAPER, KRAFT, BROWN BAGS, PAPER, KRAFT, BROWN Bags, Kraft, No 8 Standard Weight, 500 Pkg, 4 Pkgs Bale Price 1-99 Brand: Duro Or Gray	
12	0.00000	BALE	6401522	\$0.000000 \$0.000000
			BAGS, PAPER, KRAFT, BROWN BAGS, PAPER, KRAFT, BROWN DO NOT USE THIS LINE	
13	0.00000	BALE	6401522	\$57.680000 \$0.000000
			BAGS, PAPER, KRAFT, BROWN BAGS, PAPER, KRAFT, BROWN Bags, Kraft, No 10 Standard Weight, 500 Pkg, 4 Pkgs Bale Price 1-99 Brand: Duro Or Gray	
14	0.00000	BALE	6401522	\$0.000000 \$0.000000
			BAGS, PAPER, KRAFT, BROWN BAGS, PAPER, KRAFT, BROWN DO NOT USE THIS LINE	
15	0.00000	BALE	6401522	\$22.890000 \$0.000000
			BAGS, PAPER, KRAFT, BROWN BAGS, PAPER, KRAFT, BROWN Bags, Kraft, No 20 Standard Weight, 500 Pkg, 1 Pkgs Bale Price 1-99 Brand: Duro Or Gray	
16	0.00000	BALE	6401522	\$0.000000 \$0.000000
			BAGS, PAPER, KRAFT, BROWN BAGS, PAPER, KRAFT, BROWN DO NOT USE THIS LINE	
17	0.00000	BALE	6401522	\$24.800000 \$0.000000
			BAGS, PAPER, KRAFT, BROWN BAGS, PAPER, KRAFT, BROWN Bags, Kraft, No 25 Standard Weight, 500 Pkg, 1 Pkgs Bale Price 1-99 Brand: Duro Or Gray	
18	0.00000	BALE	6401522	\$0.000000 \$0.000000
			BAGS, PAPER, KRAFT, BROWN BAGS, PAPER, KRAFT, BROWN DO NOT USE THIS LINE	
19	0.00000	BALE	6401522	\$35.100000 \$0.000000
			BAGS, PAPER, KRAFT, BROWN BAGS, PAPER, KRAFT, BROWN Bags, Kraft, 1/6 Bushel, Size 57lb Basis, 500 Bale Price 1-99 Brand: Duro Or Gray	
20	0.00000	BALE	6401522	\$0.000000 \$0.000000



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 Contract Declaration and Execution

**MA# 005 CT0167XX**

**EFFECTIVE BEGIN DATE: 04-01-2007**  
**EXPIRATION DATE: 09-30-2008**  
**PAGE: 4 of 18**

LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
			BAGS, PAPER, KRAFT, BROWN BAGS, PAPER, KRAFT, BROWN DO NOT USE THIS LINE	
21	0.00000	CASE	64050450606	\$29.300000 \$0.000000
			3/4 OZ., 5M/CASE 3/4 OZ., 5M/CASE Cups, Souffle paper pleated Portion, 3/4 Oz 5m/Case Paper Price 1-99 Brand Bid: Sweetheart 5m/Cs #Sh075	
22	0.00000	CASE	64050450606	\$0.000000 \$0.000000
			3/4 OZ., 5M/CASE 3/4 OZ., 5M/CASE DO NOT USE THIS LINE	
23	0.00000	CASE	64050450705	\$52.600000 \$0.000000
			1 OZ., 5M/CASE 1 OZ., 5M/CASE Cups, Souffle Plastic Portion, 1 Oz Price 1-99 Brand Bid: Sweetheart 5m/Cs #Ur1	
24	0.00000	CASE	64050450705	\$0.000000 \$0.000000
			1 OZ., 5M/CASE 1 OZ., 5M/CASE DO NOT USE THIS LINE	
25	0.00000	CASE	6405035	\$57.100000 \$0.000000
			CUPS AND LIDS, PAPER, COLD DRINK, TWO PIECE CONSTRUCTION, FL CUPS AND LIDS, PAPER, COLD DRINK, TWO PIECE CONSTRUCTION, FL Lids for Souffle Cups, 1oz. portion 5,000 Case Price 1-99 Brand Bid: Sweetheart 5m/Cs #LUR1	
26	0.00000	CASE	6405035	\$0.000000 \$0.000000
			CUPS AND LIDS, PAPER, COLD DRINK, TWO PIECE CONSTRUCTION, FL CUPS AND LIDS, PAPER, COLD DRINK, TWO PIECE CONSTRUCTION, FL DO NOT USE THIS LINE	
27	0.00000	CASE	64050450804	\$34.770000 \$0.000000
			1-1/4 OZ., 5M/CASE 1-1/4 OZ., 5M/CASE Cups, Souffle Paper, Portion, No Lids, 1 1/4 Oz 5m Case Price 1-99 Brand Bid: Sweetheart 5m/Cs #Sh125	
28	0.00000	CASE	64050450804	\$0.000000 \$0.000000
			1-1/4 OZ., 5M/CASE 1-1/4 OZ., 5M/CASE DO NOT USE THIS LINE	
29	0.00000	CASE	6405046	\$48.450000 \$0.000000
			CUPS, PLASTIC, SOUFFLE, ONE PIECE, PLEATED, PLAIN CUPS, PLASTIC, SOUFFLE, ONE PIECE, PLEATED, PLAIN Cups, Plastic, 3 1/2 Oz, No Lids, P325, 2,500 Case Price 1-99 Brand Bid: Sweetheart 2500/Cs #Ur325	



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**MA# 005 CT0167XX**

**EFFECTIVE BEGIN DATE: 04-01-2007**  
**EXPIRATION DATE: 09-30-2008**  
**PAGE: 5 of 18**

LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
30	0.00000	CASE	64050480405  3-1/2 OZ. DRY TREATED - 5000/CS 3-1/2 OZ. DRY TREATED - 5000/CS DO NOT USE THIS LINE	\$0.000000 \$0.000000
31	0.00000	CASE	64050445606  5-1/2 OZ., 5000/CS. 5-1/2 OZ., 5000/CS. Cups, Souffle, Plastic Portion, 5 1/2 Oz 2,500 Case Price 1-99 Brand Bid: Sweetheart 2500/Cs #Ur55	\$62.390000 \$0.000000
32	0.00000	CASE	64050445606  5-1/2 OZ., 5000/CS. 5-1/2 OZ., 5000/CS. DO NOT USE THIS LINE	\$0.000000 \$0.000000
33	0.00000	CASE	6405046  CUPS, PLASTIC, SOUFFLE, ONE PIECE, PLEATED, PLAIN CUPS, PLASTIC, SOUFFLE, ONE PIECE, PLEATED, PLAIN Lids for 3, 4, 5oz.Plastic Portion Cup Solo 2,500 Case Price 1-99 Brand Bid: Sweetheart 2500/Cs #Lur345	\$49.120000 \$0.000000
34	0.00000	CASE	6405035  CUPS AND LIDS, PAPER, COLD DRINK, TWO PIECE CONSTRUCTION, FL CUPS AND LIDS, PAPER, COLD DRINK, TWO PIECE CONSTRUCTION, FL DO NOT USE THIS LINE	\$0.000000 \$0.000000
35	0.00000	CASE	6406027  CONTAINERS AND LIDS, FOOD, MOLDED EXPANDED WHITE OPAQUE STYR CONTAINERS AND LIDS, FOOD, MOLDED EXPANDED WHITE OPAQUE STYR Containers, Deli, 32 Oz Transparent Plastic With Lids Price 1-99 Round Brand Bid: American Plastics 250/Ea AMCOMBO32	\$42.670000 \$0.000000
36	0.00000	CASE	6406029  CONTAINERS, CARRYOUT, PLASTIC CONTAINERS, CARRYOUT, PLASTIC Container and Lid for food Clear Bottoms and Lids Price 1-99 32 Oz Square Container. C18-6032 Brand Bid: Pactiv 250 Ea/Cs	\$64.000000 \$0.000000
37	0.00000	CASE	2714125  DISPENSERS, ORAL (INCLUDING ACCESSORIES) DISPENSERS, ORAL (INCLUDING ACCESSORIES) DO NOT USE THIS LINE	\$0.000000 \$0.000000
38	0.00000	CASE	6406035  CUPS, PLASTIC INSERT CUPS, PLASTIC INSERT Plastic Inserts, 7 Oz, 2m Case, Sweetheart Cc7 for Coffeee Cup holders Price 1-99 Brand Bid: Sweetheart 2m/Cs Cc7	\$93.380000 \$0.000000
39	0.00000	CASE	6406035	\$0.000000 \$0.000000



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**EFFECTIVE BEGIN DATE:** 04-01-2007  
**EXPIRATION DATE:** 09-30-2008  
**PAGE:** 6 of 18

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			CUPS, PLASTIC INSERT CUPS, PLASTIC INSERT DO NOT USE THIS LINE	
40	0.00000	CASE	64050281001  12 OZ., BIG DRINK OR JUMBO 12 OZ., BIG DRINK OR JUMBO Cups, Plastic, 12 Oz Insulated Squat Cup, 500 Case Styrofoam 12sj20 Price Any Amount Brand: Dart 500/Cs	\$19.180000 \$0.000000
41	0.00000	CASE	6406028  CONTAINERS, CARRYOUT, FOAM , POLYSTYRENE, HOT OR COLD CONTAINERS, CARRYOUT, FOAM , POLYSTYRENE, HOT OR COLD Cups, Plastic, 8 Oz Insulated Squat Cups, 500 Case 8sj20 Price Any Amount Ordered Brand: Brand: Dart 1m/Cs	\$29.800000 \$0.000000
42	0.00000	CASE	6406029  CONTAINERS, CARRYOUT, PLASTIC CONTAINERS, CARRYOUT, PLASTIC Container, Sweetheart Plastic, 2 Oz, UR2H, 500 Case Price 1-99 Brand Sweetheart 5m/Cs	\$32.720000 \$0.000000
43	0.00000	CASE	6406029  CONTAINERS, CARRYOUT, PLASTIC CONTAINERS, CARRYOUT, PLASTIC DO NOT USE THIS LINE	\$0.000000 \$0.000000
44	0.00000	CASE	64060290356  LID FOR 2 OZ. PORTION CUP, 2500/CASE LID FOR 2 OZ. PORTION CUP, 2500/CASE Lid To Fit UR2H , 500 Case Price 1-99 Brand Sweetheart 5m/Cs #Lur2H	\$41.630000 \$0.000000
45	0.00000	CASE	64060290356  LID FOR 2 OZ. PORTION CUP, 2500/CASE LID FOR 2 OZ. PORTION CUP, 2500/CASE DO NOT USE THIS LINE	\$0.000000 \$0.000000
46	0.00000	CASE	64050551007  4 OZ. 4 OZ. Cups, Ice Cream Styrofoam, 4 Oz, 1000 Case, Dart 4j6 Price Any Amount Ordered Brand Dart 1m/Cs #4j6	\$17.880000 \$0.000000
47	0.00000	CASE	64060340607  CUP, 6 OZ. - 1000/CS CUP, 6 OZ. - 1000/CS Cups, Hot Drink Styrofoam, 6 Oz, 1000 Case, Dart 6j6 Price Any Amount Ordered Brand Dart 1m/Cs #6j6	\$13.720000 \$0.000000
48	0.00000	CASE	64050555008  LID, 4 OZ., PLASTIC SNAP ON LID, 4 OZ., PLASTIC SNAP ON Must Fit Items 1 & 2. 1000/Case. Dart 6jl. Lids, No 6jl For 6 Oz Hot Drink Styrofoam Cups And 4 Oz	\$9.900000 \$0.000000



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**MA# 005 CT0167XX**

**EFFECTIVE BEGIN DATE:** 04-01-2007  
**EXPIRATION DATE:** 09-30-2008  
**PAGE:** 7 of 18

LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
			Price Any Amount Ordered Lid For Item 46 And 47 Brand Dart 1m/Cs #6jl	
49	0.00000	CASE	64060270606	\$23.680000 \$0.000000
			CONTAINER, 6 OZ., DART NO. 6SJ12 OR EQUAL CONTAINER, 6 OZ., DART NO. 6SJ12 OR EQUAL Cups, Ice Cream Styrofoam, 6 Oz 6SJ12, 1000 Case Use with Lid 12JL Price Any Amount Ordered Brand Dart 1m/Cs	
50	0.00000	CASE	64060340805	\$16.180000 \$0.000000
			CUP, 8 OZ. - 1000/CS CUP, 8 OZ. - 1000/CS Cups, Hot Drink Styrofoam, 8 Oz, 1000 Per Case #8j8 Price Any Amount Ordered Brand Dart 1m/Cs #8j8	
51	0.00000	CASE	64060343007	\$9.800000 \$0.000000
			LID, PLASTIC FOR 8 OZ. CUP LID, PLASTIC FOR 8 OZ. CUP Lids, 8 Oz Cups, Must Fit Item No 5 H18, 1000 Case Price 1-99 8jl Lid For Line 50 Brand Dart 1m/Cs #8jl	
52	0.00000	CASE	64060341001	\$21.780000 \$0.000000
			CUP, 10 OZ. - 250/CS CUP, 10 OZ. - 250/CS Cups, Styrofoam, 10 Oz, 1000 Case H105 #10j10 Price Any Amount Ordered Brand Dart 1m/Cs #10j10	
53	0.00000	CASE	64060341209	\$23.550000 \$0.000000
			CUP, 12 OZ. - 1000/CS CUP, 12 OZ. - 1000/CS Cups, Styrofoam, 12 Oz, 1000 Case #12j12 Price Any Amount Ordered Brand Dart 1m/Cs #12j12	
54	0.00000	CASE	64060386006	\$12.360000 \$0.000000
			LID FOR 12 OZ. CUP, SNAP ON, W/STRAW SLOT LID FOR 12 OZ. CUP, SNAP ON, W/STRAW SLOT Lids, 12 Oz Styrofoam H112 Cups, 1000 Case #12jl Price Any Amount Ordered Brand Dart 1m/Cs #12jl	
55	0.00000	CASE	64060341605	\$33.940000 \$0.000000
			CUP, DRINKING, 16 OZ. - 1000/CS CUP, DRINKING, 16 OZ. - 1000/CS Cups, Styrofoam, 16 Oz, 1000 Case #16j16 Price Any Amount Ordered Brand Dart 1m/Cs #16j16	
56	0.00000	CASE	64060343601	\$14.900000 \$0.000000
			PLASTIC LID FOR 16 OZ. CUP PLASTIC LID FOR 16 OZ. CUP Lids, 16 Oz Styrofoam Cups, 1000 Case, #16jl Price Any Amount Ordered 16jl To Fit Line 55 Brand Dart 1m/Cs #16jl	
57	0.00000	CASE	64060181001	\$28.300000 \$0.000000
			10 OZ., RIMLESS - 1000/CS 10 OZ., RIMLESS - 1000/CS Bowls, 10 Oz, Styrofoam, 1000 Case, Dart No 10b20	



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**EXPIRATION DATE: 09-30-2008**  
**PAGE: 8 of 18**

LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
Price Any Amount Ordered Brand Dart 1m/Cs #10b20				
58	0.00000	CASE	6406034	\$16.880000 \$0.000000
CUPS AND LIDS, STYROFOAM				
CUPS AND LIDS, STYROFOAM				
Lids, 10 Oz Bowls, Must Fit Item No 13, 1000 Case, Dart 20jl				
Price Any Amount Ordered To Fit Line 57 Brand 1m/Cs #20jl				
59	0.00000	CASE	6406039	\$35.800000 \$0.000000
DINNERWARE PRODUCTS, FOAM				
DINNERWARE PRODUCTS, FOAM				
12B32 12 oz Squat Bowl				
Price Any Amount Ordered 12 Oz Squat Bowl 12b32 1m/Case Brand Dart				
60	0.00000	CASE	64060418007	\$12.570000 \$0.000000
LID, 32 OZ., DART NO. 32JL OR EQUAL				
LID, 32 OZ., DART NO. 32JL OR EQUAL				
32JL Lid to Fit Line #59				
Price Any Amount Ordered Lids 32jl 1m/Case To Fit Line 59 Brand Dart				
61	0.00000	CASE	64066020252	\$54.000000 \$0.000000
APPROX. 9 IN. X 10-3/4 IN., POP UP SHEETS, .0007 STANDARD, 5				
APPROX. 9 IN. X 10-3/4 IN., POP UP SHEETS, .0007 STANDARD, 5				
Aluminum Wrap Foil Sheets, Potato, 9 X 10 3/4, 500 Sheets Box				
Price Purchase Of Box 6/500/Case Brand Pactiv 6bx/Cs 500bx W72				
63	0.00000	ROLL	64066021995	\$33.700000 \$0.000000
18 IN. X 500 FT., .001 HEAVY DUTY				
18 IN. X 500 FT., .001 HEAVY DUTY				
Dispenser Box, 1 Roll/Case. Reynolds #624 Aluminum Foil, Wt 10lb Per				
Roll, 500 Lineal Feet Roll,				
Dispenser Box, 1 Roll/Case Weight 10# Roll, W28 Brand W28 Pactiv 18" X 500'				
64	0.00000	ROLL	6406602	\$90.500000 \$0.000000
ALUMINUM FOIL, RECYCLED, FOOD SERVICE, 1 ROLL PER DISPENSING				
ALUMINUM FOIL, RECYCLED, FOOD SERVICE, 1 ROLL PER DISPENSING				
Dispenser Box, 1 Roll/Case. Reynolds #627. Aluminum Foil, Wt 25lb Per				
Roll, 1000 Lineal Feet Roll,				
Dispenser Box, 1 Roll/Case Weight 25# Roll , W25 Brand Pactiv W25 24" X 1000'				
65	0.00000	CASE	6404539	\$39.000000 \$0.000000
PAPER, FREEZER WRAP				
PAPER, FREEZER WRAP				
James River K118. Paper, Freezer, Locker, 18in Wide, 1100 Ft Rolls				
Price Any Amount Ordered Brand Dixie Or Hikleer				
66	0.00000	CASE	6404539	\$50.500000 \$0.000000
PAPER, FREEZER WRAP				
PAPER, FREEZER WRAP				
James River K124. Paper, Freezer, Locker, 24in Wide, 1000 Ft Rolls				
Price Any Amount Ordered Brand Dixie Or Hikleer				





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**MA# 005 CT0167XX**

**EFFECTIVE BEGIN DATE:** 04-01-2007  
**EXPIRATION DATE:** 09-30-2008  
**PAGE:** 9 of 18

LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
67	0.00000	CASE	64060441298  18 IN. X 2000 FT. ROLL, CLEAR, CUTTER BOX 18 IN. X 2000 FT. ROLL, CLEAR, CUTTER BOX With Safety Feature. Poly Vinyl. Reynolds #914. Plastic Food Wrap, 18 Wide, 2,000 Ft Roll Cutting Edge To Price Any Amount Ordered Equipped With Safety Feature Brand Anchor	\$17.400000 \$0.000000
68	0.00000	ROLL	6408080  PAPER, WAXED PAPER, WAXED Rolls/Case. Reynolds #110JR. Paper, Waxed, 12 Wide, 750 Ft Length, Standard Weight New Item #110JR McNairn 105430 Price Any Amount Ordered 750 Ft Rolls Must Purchase Full Cases Brand Dixie	\$132.500000 \$0.000000
69	0.00000	CASE	64080551506  5-1/2 IN. X 5-1/2 IN. SHEET, KCP OR EQUAL, 24,000/CASE 5-1/2 IN. X 5-1/2 IN. SHEET, KCP OR EQUAL, 24,000/CASE Patty Paper, 5 1/2 X 5 1/2, Dixie No 141 24,000 Paper Case Price Any Amount Ordered Brand Hikleer Or Bagcraft	\$129.070000 \$0.000000
70	0.00000	CASE	64087491524  40 LB. KRAFT, 24 IN. WIDE 40 LB. KRAFT, 24 IN. WIDE Paper, Wrapping, Kraft 40lb Weight, 24 Wide X 9 Diameter Price Any Amount Ordered Brand Ik2440	\$21.500000 \$0.000000
71	0.00000	CASE	6406057  LINERS, PAN LINERS, PAN Quilon Regular Release. 16 3/8" X 24 3/8", Dixie 112. 1000 Sheets/Case. Pan Liners, Bake O Matic, No 4 Genuine Vegetable Parchments Price Any Cases Ordered Quilon, Treated, Regular Release 16 3/8 X 24 3/8 1000/Case Brand Norpak Or Brown	\$34.000000 \$0.000000
72	0.00000	CASE	6406046  FLATWARE, PLASTIC, DISPOSABLE, BULK-PACK FLATWARE, PLASTIC, DISPOSABLE, BULK-PACK Glassine In One Sanitary Unit, 2 1/2" X 10", Brown Paper Goods. Co. FP400, 10m/Case. Glassine Packet, Flatware, Dietary Designed To Hold Knife And Spoon In One Sanitary Unit. 2 1/2 X 10 2000 Per Case. Price 1-99 Brand Bagcraft Bo36 -2m/Cs	\$47.500000 \$0.000000
73	0.00000	CASE	6406046  FLATWARE, PLASTIC, DISPOSABLE, BULK-PACK FLATWARE, PLASTIC, DISPOSABLE, BULK-PACK DO NOT USE THIS LINE	\$0.000000 \$0.000000
74	0.00000	CASE	64050450804  1-1/4 OZ., 5M/CASE 1-1/4 OZ., 5M/CASE DO NOT USE THIS LINE	\$0.000000 \$0.000000



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 Contract Declaration and Execution

**MA# 005 CT0167XX**

**EFFECTIVE BEGIN DATE:** 04-01-2007  
**EXPIRATION DATE:** 09-30-2008  
**PAGE:** 10 of 18

LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
75	0.00000	CASE	64080051309  6 IN. X 7 IN. X 5/8 IN., 6000/CS 6 IN. X 7 IN. X 5/8 IN., 6000/CS Bag, Sandwich, Waxed No 696, Wet Wax, 6m Case HK675B Price Any Amount Ordered Brand Hikleer Or Bagcraft	\$80.400000 \$0.000000
76	0.00000	CASE	6400806  BAGS, FOOD STORAGE BAGS, FOOD STORAGE Hot Dog, 5 1/2" X 10", 2,000/Case. Bag, Saddle Pack With Flip Lock Top, Hd 10 5 1/2" X 1 1/2" 200/Case Price 1-99 Brand Handgard Hd10 2m/Cs	\$24.360000 \$0.000000
77	0.00000	CASE	64008  Bags, Food Storage (Including Freezer Type) Bags, Food Storage (Including Freezer Type) DO NOT USE THIS LINE	\$0.000000 \$0.000000
78	0.00000	CASE	6405058  NAPKINS, PAPER, WHITE DISPENSER TYPE NAPKINS, PAPER, WHITE DISPENSER TYPE Napkins, 10,000 Case, 7 1/2 X 12 1/2, Gp D6110 Price 1-99 Advantage A1333 or NT941	\$29.900000 \$0.000000
79	0.00000	CASE	6405058  NAPKINS, PAPER, WHITE DISPENSER TYPE NAPKINS, PAPER, WHITE DISPENSER TYPE DO NOT USE THIS LINE	\$0.000000 \$0.000000
80	0.00000	CASE	6405072  STRAWS, PAPER, FLEXIBLE STRAWS, PAPER, FLEXIBLE Fwx7 (Western) Straws, Flex, 500 Box, 24 Boxes Case, 7 5/8 Length DSJW-24 Price Any Amount Ordered Sweetheart Sh775w - 20/500 (10 M/Cs)	\$69.550000 \$0.000000
81	0.00000	CASE	64050521208  CUP, 6 OZ., SWEETHEART NO. P506 OR EQUAL CUP, 6 OZ., SWEETHEART NO. P506 OR EQUAL Cups, Cold Drink, 6 Oz, Regular Weight, Waxed # SH R6NN Price 1-99 Brand Sweetheart R6nn 2000/Cs	\$45.820000 \$0.000000
82	0.00000	CASE	64050521208  CUP, 6 OZ., SWEETHEART NO. P506 OR EQUAL CUP, 6 OZ., SWEETHEART NO. P506 OR EQUAL DO NOT USE THIS LINE	\$0.000000 \$0.000000
83	0.00000	CASE	64050357702  LIDS, PLASTIC, 6 OZ. SIZE LIDS, PLASTIC, 6 OZ. SIZE Lids, 6 Oz Cold Cups #L6NN Price 1-99 Brand Sweetheart L6nn 2000/Cs	\$60.530000 \$0.000000



**STATE OF IOWA**  
**MASTER AGREEMENT**  
 Contract Declaration and Execution

**MA# 005 CT0167XX**

EFFECTIVE BEGIN DATE: 04-01-2007  
 EXPIRATION DATE: 09-30-2008  
 PAGE: 11 of 18

LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
84	0.00000	CASE	64050357702  LIDS, PLASTIC, 6 OZ. SIZE LIDS, PLASTIC, 6 OZ. SIZE DO NOT USE THIS LINE	\$0.000000 \$0.000000
85	0.00000	CASE	6405024  CUPS, PAPER, COLD DRINK, ONE PIECE PLEATED AND TREATED CUPS, PAPER, COLD DRINK, ONE PIECE PLEATED AND TREATED Cups, Cold Drink, Paper Treated, 9 Oz, No Lid Price 1-99 Brand Sweetheart R9nn 2000/Cs	\$58.380000 \$0.000000
86	0.00000	CASE	6405048  CUPS, PAPER, TREATED, TWO PIECE, PLEATED FLAT BOTTOM CUPS, PAPER, TREATED, TWO PIECE, PLEATED FLAT BOTTOM DO NOT USE THIS LINE	\$0.000000 \$0.000000
87	0.00000	CASE	6405035  CUPS AND LIDS, PAPER, COLD DRINK, TWO PIECE CONSTRUCTION, FL CUPS AND LIDS, PAPER, COLD DRINK, TWO PIECE CONSTRUCTION, FL Lids, 9 Oz, Cold Cups L9N Plastic Price Any Amount Ordered Brand Sweetheart L9n 2000/Cs	\$62.450000 \$0.000000
89	0.00000	CASE	64050358106  LIDS, PLASTIC, 12 OZ. SIZE LIDS, PLASTIC, 12 OZ. SIZE Lids, 12 Oz Drink Cup Price 1-99 Brand Sweetheart L12bln 2000/Cs	\$69.590000 \$0.000000
90	0.00000	CASE	64050358106  LIDS, PLASTIC, 12 OZ. SIZE LIDS, PLASTIC, 12 OZ. SIZE DO NOT USE THIS LINE	\$0.000000 \$0.000000
91	0.00000	CASE	6405024  CUPS, PAPER, COLD DRINK, ONE PIECE PLEATED AND TREATED CUPS, PAPER, COLD DRINK, ONE PIECE PLEATED AND TREATED Cups, 16 Oz, Treated Paper #RW16 Price 1-99 Brand Sweetheart RW16	\$53.270000 \$0.000000
92	0.00000	CASE	6405048  CUPS, PAPER, TREATED, TWO PIECE, PLEATED FLAT BOTTOM CUPS, PAPER, TREATED, TWO PIECE, PLEATED FLAT BOTTOM	\$0.000000 \$0.000000
93	0.00000	CASE	6405035  CUPS AND LIDS, PAPER, COLD DRINK, TWO PIECE CONSTRUCTION, FL CUPS AND LIDS, PAPER, COLD DRINK, TWO PIECE CONSTRUCTION, FL Lids, 16 Oz Cold Drink Cup Price 1-99 Brand Sweetheart L16BL 2000/Cs	\$75.670000 \$0.000000
94	0.00000	CASE	6405035  CUPS AND LIDS, PAPER, COLD DRINK, TWO PIECE CONSTRUCTION, FL CUPS AND LIDS, PAPER, COLD DRINK, TWO PIECE CONSTRUCTION, FL DO NOT USE THIS LINE	\$0.000000 \$0.000000



**STATE OF IOWA**  
**MASTER AGREEMENT**  
 Contract Declaration and Execution

**MA# 005 CT0167XX**

**EFFECTIVE BEGIN DATE: 04-01-2007**  
**EXPIRATION DATE: 09-30-2008**  
**PAGE: 12 of 18**

LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
95	0.00000	CASE	64050450705  1 OZ., 5M/CASE 1 OZ., 5M/CASE Cups, Souffle Paper, 1 Oz, 5000 Case, # SH100 Price Any Amount Ordered Brand Sweetheart Sh100 5m/Cs	\$30.970000 \$0.000000
96	0.00000	CASE	6406063  PLATES, FOAM PLASTIC, LAMINATED, CUT RESISTANT PLATES, FOAM PLASTIC, LAMINATED, CUT RESISTANT Plates, Styrofoam, Undivided Minimum Diameter 6", 1000 Case TKI-0006 Price Any Amount Ordered Brand Sweetheart Dart Or Pactiv	\$20.680000 \$0.000000
97	0.00000	CASE	6406063  PLATES, FOAM PLASTIC, LAMINATED, CUT RESISTANT PLATES, FOAM PLASTIC, LAMINATED, CUT RESISTANT THI-0011 Plates, Laminated Styrofoam, Compartment, Diameter 9 To 10 1/2 TKI-0011 Price 1-99 Brand: Brand Pactiv	\$20.680000 \$0.000000
98	0.00000	CASE	6406063  PLATES, FOAM PLASTIC, LAMINATED, CUT RESISTANT PLATES, FOAM PLASTIC, LAMINATED, CUT RESISTANT DO NOT USE THIS LINE	\$0.000000 \$0.000000
99	0.00000	CASE	6406063  PLATES, FOAM PLASTIC, LAMINATED, CUT RESISTANT PLATES, FOAM PLASTIC, LAMINATED, CUT RESISTANT Plates, Laminated Styrofoam, Undivided, Diameter 9" TKI-0009 500/Case. Price 1-99 Brand Pactiv 500/Cs	\$20.680000 \$0.000000
100	0.00000	CASE	6406063  PLATES, FOAM PLASTIC, LAMINATED, CUT RESISTANT PLATES, FOAM PLASTIC, LAMINATED, CUT RESISTANT DO NOT USE THIS LINE	\$0.000000 \$0.000000
101	0.00000	CASE	6406028  CONTAINERS, CARRYOUT, FOAM , POLYSTYRENE, HOT OR COLD CONTAINERS, CARRYOUT, FOAM , POLYSTYRENE, HOT OR COLD 3 CompartmentEnclosure. 200/Case. Tray Enclosed, 9 X 9 X 3, Styrofoam Compartmentalized TDI-9903 Enclosure 200/Case Mobile Price 1-99 Brand: Dart 95HT3	\$19.000000 \$0.000000
102	0.00000	CASE	6406028  CONTAINERS, CARRYOUT, FOAM , POLYSTYRENE, HOT OR COLD CONTAINERS, CARRYOUT, FOAM , POLYSTYRENE, HOT OR COLD DO NOT USE THIS LINE	\$0.000000 \$0.000000
103	0.00000	CASE	6406028  CONTAINERS, CARRYOUT, FOAM , POLYSTYRENE, HOT OR COLD CONTAINERS, CARRYOUT, FOAM , POLYSTYRENE, HOT OR COLD Tray Enclosed, 6 X6 X 3, Medium Sandwich Container Stryofoam Medium Sandwich Container 500/Case Price Any Amount Ordered Brand: Thl-0080 Brand Pactiv Thi-0080 Or Dart 60hti 500/Cs	\$23.650000 \$0.000000



**STATE OF IOWA**  
**MASTER AGREEMENT**  
**Contract Declaration and Execution**

**MA# 005 CT0167XX**

**EFFECTIVE BEGIN DATE: 04-01-2007**  
**EXPIRATION DATE: 09-30-2008**  
**PAGE: 13 of 18**

LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
104	0.00000	CASE	6406028  CONTAINERS, CARRYOUT, FOAM , POLYSTYRENE, HOT OR COLD CONTAINERS, CARRYOUT, FOAM , POLYSTYRENE, HOT OR COLD Tray Enclosed, 9 X 9 X 3, Styrofoam TDI-9901 One Compartment Foam Tray 200/Case Price Any Amount Ordered Brand: Pactiv Or Dart 95hti 200/Cs	\$18.140000 \$0.000000
105	0.00000	CASE	17503  Aprons and Gloves, Laboratory: Plastic, Rubber, etc. Aprons and Gloves, Laboratory: Plastic, Rubber, etc. Apron, Plastic, Disposable, 100 Case Safety Zone DAP 125-28-46 Price Any Amount Ordered Brand Perfect Da2846 10/100 Case	\$36.900000 \$0.000000
106	0.00000	CASE	64060701006  1,000 PER BOX 1,000 PER BOX Stirs, Coffee, 1000 Box, 10 Boxes Case Dixie Cs5 Price Any Amount Ordered Brand Ro50 10/1000 Case	\$17.320000 \$0.000000
107	0.00000	CASE	6408510  WIPERS, PAPER TOWEL-WIPING DISPOSABLE, SOFT, EMBOSSED OFF-WH WIPERS, PAPER TOWEL-WIPING DISPOSABLE, SOFT, EMBOSSED OFF-WH Quarter Fold Cloths, Industrial Wiping, 13 X 13 Price Any Amount Ordered Brand Kimberly Clark 5812 1080/Cs	\$37.100000 \$0.000000
108	0.00000	CASE	640  PAPER AND PLASTIC PRODUCTS, DISPOSABLE PAPER AND PLASTIC PRODUCTS, DISPOSABLE DO NOT USE THIS LINE	\$0.000000 \$0.000000
109	0.00000	CASE	64008101400  10 IN. X 14 IN., CLEAR, 1000/BOX 10 IN. X 14 IN., CLEAR, 1000/BOX Brand: #291 Bag Dimensions: 10" X 14 Bag, Freezer Storage, Tuffgard, # 291 1000 Cs Price Any Amount Ordered Brand Banta 291 1m/Cs OR AWM P1014	\$22.000000 \$0.000000
110	0.00000	CASE	6400810  BAGS, FOOD STORAGE, FREEZER TYPE BAGS, FOOD STORAGE, FREEZER TYPE Brand: #292Bag Dimensions: 12" X 18" Freezer Storage, Tuffgard, # 292 12 X 18 1000 Cs Price 1-99 Brand Banta 292 1000/Cs AWM A	\$25.940000 \$0.000000
111	0.00000	CASE	6400810  BAGS, FOOD STORAGE, FREEZER TYPE BAGS, FOOD STORAGE, FREEZER TYPE DO NOT USE THIS LINE	\$0.000000 \$0.000000
112	0.00000	CASE	64008101608  18 IN. X 24 IN., CLEAR, 250/BOX 18 IN. X 24 IN., CLEAR, 250/BOX Brand:#293 Bag Dimensions: 18" X 24" Freezer Storage, Tuffgard, # 293 18 X 24 250 Cs	\$18.500000 \$0.000000



**STATE OF IOWA**  
**MASTER AGREEMENT**  
 Contract Declaration and Execution

**MA# 005 CT0167XX**

**EFFECTIVE BEGIN DATE: 04-01-2007**  
**EXPIRATION DATE: 09-30-2008**  
**PAGE: 14 of 18**

LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
			Price 1-99 Brand Banta 293 250/Cs	
113	0.00000	CASE	64008101608	\$0.000000
			18 IN. X 24 IN., CLEAR, 250/BOX	\$0.000000
			18 IN. X 24 IN., CLEAR, 250/BOX	
			DO NOT USE THIS LINE	
114	0.00000	CASE	6400810	\$21.500000
			BAGS, FOOD STORAGE, FREEZER TYPE	\$0.000000
			BAGS, FOOD STORAGE, FREEZER TYPE	
			Bag, Freezer Storage, Tuffgard, #275 200 Case	
			Price 1-99 Brand Banta 275 200/Cs	
115	0.00000	CASE	6400810	\$0.000000
			BAGS, FOOD STORAGE, FREEZER TYPE	\$0.000000
			BAGS, FOOD STORAGE, FREEZER TYPE	
			DO NOT USE THIS LINE	
116	0.00000	CASE	64066	\$54.350000
			Recycled Paper, Plastic, and Styrofoam Products (Disposable	\$0.000000
			Recycled Paper, Plastic, and Styrofoam Products (Disposable	
			1 oz graduated medicine cup Must Be Pliable - Cannot Be Brittle.	
			Mc-79 Abco 4694. Cups, Medicine, Polypropylene, Soft, Pliable, Opaque	
			Graduate 1 Oz 5000/Case Brand Plr162000 Brand Polae Plr162000 5m/Cs	
117	0.00000	CASE	6400806	\$24.150000
			BAGS, FOOD STORAGE	\$0.000000
			BAGS, FOOD STORAGE	
			Bun Pan Bag	
			273 27 X 37 Bun Pan Bag W/Ties Brand Banta 273	
118	0.00000	CASE	6400806	\$22.780000
			BAGS, FOOD STORAGE	\$0.000000
			BAGS, FOOD STORAGE	
			Sandwich Bag High Density	
			280 Andwich Bags 6.5 X 7 2m/Case Brand Banta 280 Or Handgard Sb8.5	
119	0.00000	CASE	6408009	\$43.890000
			ALUMINUM FOIL	\$0.000000
			ALUMINUM FOIL	
			Full Steam Foil, Disposable Pans, Steam Table, Full Size, 50 Case	
			Rme Rc1174 Brand Pactiv 6050xh	
120	0.00000	CASE	6408009	\$35.000000
			ALUMINUM FOIL	\$0.000000
			ALUMINUM FOIL	
			Half Size Steam Foil, Disposable Pans, Steam Table, Half Size, 50 Case	
			Rme Rc1150 Brand Pactiv 6132xh	
121	0.00000	CASE	64066	\$0.000000
			Recycled Paper, Plastic, and Styrofoam Products (Disposable	\$0.000000
			Recycled Paper, Plastic, and Styrofoam Products (Disposable	
			DO NOT USE THIS LINE	



**STATE OF IOWA**  
**MASTER AGREEMENT**  
**Contract Declaration and Execution**

**MA# 005 CT0167XX**

**EFFECTIVE BEGIN DATE: 04-01-2007**  
**EXPIRATION DATE: 09-30-2008**  
**PAGE: 15 of 18**

LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
122	0.00000	CASE	64050390703  3 OZ, 5M/CASE 3 OZ, 5M/CASE R3 Med Graduated Paper Cups, Medicine, 3 Oz, Graduated 2 1/2 Top Diameter 5000 Per Case Scu R3 Cup Brand Sweetheart R3 Med 5000/Cs	\$92.500000 \$0.000000
124	0.00000	EA	6405026  CUPS, PAPER, PLAIN, FOR USE IN DISPENSER CUPS, PAPER, PLAIN, FOR USE IN DISPENSER DO NOT USE THIS LINE	\$0.000000 \$0.000000
125	0.00000	CASE	64045  Paper, Food Processing (Fresh and Frozen): Butcher Paper, Bu Paper, Food Processing (Fresh and Frozen): Butcher Paper, Bu Caps, Cooks Paper, Adjustable Size, White Disposable 1000/Case Kac 100 Caps Brand Overseas Rc100	\$68.000000 \$0.000000
126	0.00000	CASE	64050  Paper Products: Cups, Doilies, Napkins, Plates, Straws, Faci Paper Products: Cups, Doilies, Napkins, Plates, Straws, Faci Plates, Paper, Laminated, 3 Compartment, 10 1/2 Min 9 Hard Finish, 500 Case RS10CY 500/Case Scu Rs10cyc \$19.98 Brand Sweetheart Rs10cy 500/Cs	\$33.070000 \$0.000000
127	0.00000	CASE	64050  Paper Products: Cups, Doilies, Napkins, Plates, Straws, Faci Paper Products: Cups, Doilies, Napkins, Plates, Straws, Faci Plates, Paper, Laminated , 10 1/2 "Min 9 Hard Finish, 500 Case RS105Y Scu Rs105yw Brand Sweetheart Rs105y 500/Cs	\$33.070000 \$0.000000
128	0.00000		640  PAPER AND PLASTIC PRODUCTS, DISPOSABLE PAPER AND PLASTIC PRODUCTS, DISPOSABLE DO NOT USE THIS LINE	\$0.000000 \$0.000000
129	0.00000	CASE	64075  Toilet Tissues, Paper Towels, and Toilet Seat Covers Toilet Tissues, Paper Towels, and Toilet Seat Covers DO NOT USE THIS LINE	\$0.000000 \$0.000000
130	0.00000	CASE	6407570  TOWELS, PAPER, C FOLD TOWELS, PAPER, C FOLD NT 611 White Strength, 2400 Towels/Case. Size: 10.25" X 13. 23 Lbs./Carton. 100-40% Post- Consumer Recycled Content. Georgia Pacific Ck560x. Nt 611 C-Fold Towels, 22 Lb Wt Size 10 1/4" X 12 3/4" White Color 2400 Towels Per Case Recycled Content: 100%-40% Post Consumer	\$19.500000 \$0.000000
131	0.00000	CASE	6407570  TOWELS, PAPER, C FOLD	\$18.200000 \$0.000000



**STATE OF IOWA**  
**MASTER AGREEMENT**  
 Contract Declaration and Execution

**MA# 005 CT0167XX**

**EFFECTIVE BEGIN DATE: 04-01-2007**  
**EXPIRATION DATE: 09-30-2008**  
**PAGE: 16 of 18**

LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
			<b>TOWELS, PAPER, C FOLD</b> Nt 601 C-Fold Towels. 22 Lb Wt Size 10.25" X 12.75" Semi Bleach Wet Strength Case Count 2400 Towels Per Case. Recycled Content: 100%-40% Post Consumer	
132	0.00000	CASE	6407582	\$21.000000 \$0.000000
			<b>TOWELS, PAPER, PERFORATED ROLL</b> <b>TOWELS, PAPER, PERFORATED ROLL</b> Rated Hand Roll Towels. 12 Rolls/Case. Size: 7 3/8 x 350', 100-40% Postconsumer Recycled Content. Nt 203 12 Rolls Per Case Unbleached Natural Finish, Non-Perforated. Weight Of Carton 27 Lbs. Recycled Content: 100%-40% Post Consumer	
133	0.00000	CASE	6407582	\$22.500000 \$0.000000
			<b>TOWELS, PAPER, PERFORATED ROLL</b> <b>TOWELS, PAPER, PERFORATED ROLL</b> Kitchen Roll 9.50 X 9.25, 21.5 Lbs/Carton, 100-40% Postconsumer Recycled Content. Single Roll Kitchen Towels, White Each Sheet 8.8" X 11" Case Count 30 Rls Weight Of Carton 20 Lbs Recycled Content: 100%-20% Post Consumer	
134	0.00000	CASE	6407582	\$24.500000 \$0.000000
			<b>TOWELS, PAPER, PERFORATED ROLL</b> <b>TOWELS, PAPER, PERFORATED ROLL</b> Hand Roll White 191-nt213 nt213 roll towel white 2" core 7 7/8" x 350' 12/cs	
135	0.00000	CASE	6407571	\$0.000000 \$0.000000
			<b>TOWELS, PAPER, PLY AND MULTIFOLD</b> <b>TOWELS, PAPER, PLY AND MULTIFOLD</b> DO NOT USE THIS LINE	
136	0.00000	CASE	6407574	\$0.000000 \$0.000000
			<b>TOWELS, PAPER, N-FOLD</b> <b>TOWELS, PAPER, N-FOLD</b> DO NOT USE THIS LINE	





## STATE OF IOWA

EFFECTIVE BEGIN DATE: 04-01-2007

EXPIRATION DATE: 09-30-2008

PAGE: 17 of 18

## MASTER AGREEMENT

## Contract Declaration and Execution

**TERMS AND CONDITIONS****N30**

NET 30 DAYS

**Remedies upon Default**

In any case where the vendor has failed to deliver or has delivered non-conforming goods and/or services, the State shall provide a cure notice. The notice to cure shall state the maximum length of time the vendor has to cure. If after the time period stated in the notice to cure has passed, the vendor continues to be in default, the State may procure goods and/or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. The State's Attorney General shall be requested to make collection from the defaulting vendor.

**Incorporation**

The Request for Proposal and/or bid documents for this project and the vendor's proposal in response to the RFP or Bid together with any clarifications, attachments, appendices, or amendments of the State or the Vendor are incorporated into this Contract by reference as if fully set forth in this Contract.

**Delivery and Acceptance (cont)**

D. Disposition of Rejected item - The vendor must remove at the vendor's expense any item rejected by the State. If the vendor fails to remove that rejected item, the State may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the vendor. E. Testing After Delivery - Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, vendors will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.

**Delivery and Acceptance**

When an award has been made to a vendor and the purchase order issued, deliveries are to be made in the following manner. A. Deliveries - All deliveries are to be made only to the point specified on the purchase order. If delivery is made to any other point, it shall be the responsibility of the vendor to promptly reship to the correct location. Failure to deliver procured goods on time may result in cancellation of an order or termination of a contract at the option of the State. B. Delivery Charges - All delivery charges should be to the account of the vendor whenever possible. If not, all delivery charges should be prepaid by vendor and added to the invoice. C. Notice of Rejection - The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving agency to the vendor and carrier within a reasonable time after delivery of the item, with a copy of this notice to the General Services Enterprise - Purchasing. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the State of Iowa at any time after acceptance.

**Termination-Non-Appropriation**

Notwithstanding any other provision of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then the State shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

**Miscellaneous**

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, providing that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State of Iowa. If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

**Performance Monitoring**

For all service contracts, the requirements of Iowa Code sections 8.47 shall be incorporated into final terms and conditions of the contract.

**Public Records**

The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.

**Independent Contractor**

The vendor is an independent contractor performing services for the State of Iowa, and as such shall not hold itself out as an employee or agent of the State.

**Hazardous Material**

All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29CFR 1910.1200, and Iowa Administrative Code, Chapter 567.

**Records Retention**

The vendor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the State of Iowa throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The vendor shall at, no charge, permit the Auditor of the State of Iowa, or any authorized representative of the State (or where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government) to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the vendor relating to orders, invoices, or payments documentation or materials pertaining to this Agreement.

**Taxes**



## STATE OF IOWA

EFFECTIVE BEGIN DATE: 04-01-2007

EXPIRATION DATE: 09-30-2008

PAGE: 18 of 18

## MASTER AGREEMENT

## Contract Declaration and Execution

The State of Iowa is exempt from the payment of Iowa sales tax, motor vehicle fuel tax and any other Iowa tax that may be applied to a specified commodity and/or service. Contractors performing construction activities are required to pay state sales tax on the cost of materials. The Iowa Department of Revenue exemption letter will be furnished to a vendor upon request.

**Anti-Trust Assignment**

For good cause and as consideration for executing this purchase order, the vendor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by the State of Iowa pursuant to the using State of Iowa agency.

**Warranty**

The vendor expressly warrants that all goods supplied shall be merchantable in accordance with the Uniform Commercial Code, Section 2-314 and the Iowa Code, Section 554.2314.

**Assignment**

Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the General Services Enterprise - Purchasing.

**Nondiscrimination**

The vendor is subject to and must comply with all federal and state requirements concerning fair employment and will not discriminate between or among them by reason of race, color, religion, sex, national origin or physical handicap.

**Immunity of State/Fed Agencies**

The vendor shall defend and hold harmless the State and Federal funding source for the State of Iowa from liability arising from the vendor's performance of this contract and the vendor's activities with subcontracted and all other third parties.

**Indemnification**

To the extent that goods are not manufactured in accordance with the State's design, the vendor shall defend, indemnify and hold harmless the State of Iowa, the State's assignees, and other users of the goods from and against any claim of infringement of any Letter Patent, Trade Names, Trademark, Copyright or Trade Secrets by reason of sale or use of any articles purchased hereunder. The State shall promptly notify the vendor of any such claim.

**Title to Goods**

The vendor warrants that the goods purchased hereunder are free from all liens, claims or encumbrances.

**Subcontractors**

The successful vendor shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful vendor may engage for the completion of any contract with the State. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the vendor from default remedies. The successful vendor shall be responsible for payment to all subcontractors and all other third parties.

**Force Majeure**

Force majeure includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. These provisions of force majeure also apply to subcontractors or suppliers of the Vendor. Force majeure does not include financial difficulties of the Vendor or any associated company of the Vendor, or claims or court orders that restrict the Vendor's ability to deliver the goods or services contemplated by this Agreement. Neither the Vendor nor the State shall be liable to the other for any delay or failure of performance of this Agreement caused by a force majeure, and not as a result of the fault or negligence of a party.